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MESA ENERGY SYSTEMS, INC.

SUPERIOR COURT OF CALIFORNIA

COUNTY OF ALAMEDA

MICHAEL STAYTON, individually, and
on behalf of other members of the general
public similarly situated,

Plaintiff,

v.

MESA ENERGY SYSTEMS, INC., a
California corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No. RG15762333

Assigned For All Purposes To
Honorable Winifred Smith, Dept. 21

**AMENDMENT NO. 1 TO JOINT
STIPULATION OF CLASS ACTION
SETTLEMENT AND RELEASE**

Complaint Filed: March 13, 2015
Trial Date: none set

1 Pursuant to Paragraph IX.47 of the Joint Stipulation of Class Action Settlement and Release
2 (hereinafter “Settlement Agreement,” “Settlement,” or “Agreement”), Plaintiff Michael Stayton
3 (“Plaintiff”), individually and on behalf of all others similarly situated and Defendant Mesa Energy
4 Systems, a California Corporation (“Defendant” or “Mesa”), by the through their undersigned
5 counsel of record, hereby agree to the following amendments to their Joint Stipulation of Class
6 Action Settlement and Release (hereinafter “Settlement Agreement,” “Settlement,” or “Agreement”).
7 All defined terms herein are used consistent with the definition of those terms in the Settlement
8 Agreement. The amendments set forth herein were agreed upon after meet and confer following the
9 Court’s May 26, 2017 order continuing the hearing regarding Plaintiff’s unopposed motion for
10 preliminary approval of the Settlement, are incorporated into the Settlement Agreement by this
11 reference, and amend and supplant the terms of the Settlement Agreement as provided herein:

12 1. Defendant shall pay the employer share of tax withholding on all settlement payments
13 to Class Members.

14 A. Section II.U of the Settlement Agreement is modified to read as follows:

15 “Maximum Settlement Amount’ is the sum of Seven Hundred Twenty-
16 Five Thousand U.S. Dollars (\$725,000), which represents the maximum
17 amount payable in this settlement by Defendant, which includes all
18 attorneys’ fees, and litigation costs and expenses, Settlement
19 Administration Costs, payment to the LWDA, interest, all payments to
20 Class Members, and employees’ share of taxes and withholdings
21 obligations arising from the wage-portion of settlement payments, and the
22 Service Enhancement Payment to the Class Representative.”

23 B. Section II.JJ of the Settlement Agreement is modified to read as follows:

24 “Individual Settlement Payment’ shall mean the Settlement Share, after
25 reduction for the employees’ share of taxes and withholding with respect
26 to the wage-portion of the share, which will be paid to each Qualified
27 Claimant.”

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1 C. Section IV.20 of the Settlement Agreement is modified to read as follows:

2 “Claims Period. Class Members shall have forty-five (45) days from the
3 date of mailing of the Settlement Documents to return valid Claim Forms
4 (the “Claims Period”) to the Settlement Administrator. If the 45th day falls
5 on a Sunday or holiday, the deadline to return Claims Forms will be the
6 next business day that is not a Sunday or holiday. Qualified Claimants will
7 receive their Settlement Share, after reduction for the employees’ share of
8 taxes and withholding with respect to the wage-portion of the share
9 (“Individual Settlement Payments”), from the settlement fund agreed
10 upon, which will be and calculated pursuant to the terms of this
11 Agreement. Claim Forms bearing a postmark outside the Claims Period
12 will be considered late claims subject to Late Claims procedure set forth
13 below.

14 D. Section V.12.E.2.d of the Settlement Agreement is modified to read as
15 follows:

16 “Tax Treatment. For tax purposes, all Settlement Shares to Qualified
17 Claimants from the Class Member Allocation shall be treated as 1/3 wages
18 (subject to the employees’ share of taxes and withholdings), 1/3 penalties,
19 and 1/3 interest (for which appropriate IRS Form 1099’s will be issued).
20 The Parties further understand that the Class Representative and any Class
21 Member who receives any Settlement Payment pursuant to this Agreement
22 shall be solely responsible for his/her own tax obligations associated with
23 such receipt, except as otherwise expressly set forth in this Agreement.
24 The Class Representative and Class Members should consult with their tax
25 advisors concerning the tax consequences of the payments they receive
26 under the Settlement.”

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1 2. Any interest that accrues will benefit the Class Members and East Bay Community
2 Law Center, as set forth herein, and will not revert to Defendant.

3 A. Section VI.15 of the Settlement Agreement shall be modified to read as
4 follows:

5 “The Settlement Administrator shall be responsible for: (a) preparing and
6 mailing Settlement Documents and reminder postcards to Class Members,
7 including taking appropriate steps (as described below) to trace and locate
8 any individual Class Members whose address or contact information as
9 provided to the Settlement Administrator is inaccurate or outdated; (b)
10 receiving and independently reviewing and resolving any challenges, and
11 associated documentation, from Class Members regarding their number of
12 Qualifying Work Weeks; (c) receiving and serving on Class Counsel and
13 Defendant’s Counsel, and the Court, any opt out statements, copies of
14 written objections, and any rescission statements; (d) establishing a toll
15 free telephone line and responding to inquiries and requests for
16 information or assistance from Class Members; (e) maintaining the
17 Settlement Fund account in an interest-bearing account; (f) determining
18 and paying the final amounts due to be paid to Qualified Claimants after
19 adjustments taking into account the claims made and the minimum
20 payment provision; (g) determining the validity of any late disputes or
21 claims by previously unidentified Class Members, (h) reporting to Class
22 Counsel, Defendant’s Counsel, and the Court regarding the completion of
23 the tasks identified in this paragraph; and (i) carrying out other related
24 tasks including the proper maintenance of undisbursed Settlement Fund
25 amounts in an interest bearing account and reporting required for that
26 account, in accordance with the terms of this Agreement. The Settlement
27 Administrator shall distribute the interest that has accrued on the
28 Settlement Fund as of the date on which Individual Settlement Payment

1 checks are to be issued to the Qualified Claimant on a *pro rata* basis
2 (based on workweeks) to all Qualified Claimants as a part of the
3 Individual Settlement Payment checks. The Settlement Administrator
4 shall distribute any and all interest otherwise accrued on the funds
5 remaining in the Settlement Fund thereafter to the East Bay Community
6 Law Center (ebclc.org). All disputes relating to the Settlement
7 Administrator’s ability and need to perform its duties shall be referred to
8 the Court, if necessary, until all payments and obligations contemplated by
9 the Agreement have been fully executed.”

10 3. Class Counsel shall receive Class Members’ names, Qualifying Workweeks, and
11 estimated payment amounts. Class Counsel shall also receive a list of Qualifying Claimants.

12 A. Section VI.16 of the Settlement Agreement is modified to read as follows:

13 “Class Data. Defendant will provide the names, employee ID number, last
14 known address and telephone information, Social Security Numbers, and
15 total individual Qualifying Work Weeks for each member of the Class
16 (‘Class Data’) to the Settlement Administrator only. Defendant will
17 provide the Class Data to the Settlement Administrator no later than
18 fourteen (14) calendar days after the Date of Preliminary Approval. Class
19 Data shall be used by the Settlement Administrator solely for the purpose
20 of calculating settlement shares, notifying the Class Members of the
21 Settlement, and tax reporting. Except as specifically provided herein, the
22 Class Data shall not be disclosed to Class Counsel, the Plaintiff, or any
23 other Class Members without the written consent of Defendant. At the
24 same time Defendant provides the Class Data to the Settlement
25 Administrator, Defendant shall provide Class Counsel with the names,
26 employee ID numbers, and Qualifying Work Weeks (from which the
27 estimated individual payment amount can be calculated) of all Class
28 Members. The Settlement Administrator shall run the Class Data list

1 through the National Change of Address database, and will use the most
2 recent address for each Class Member — either from Defendant’s records
3 or the National Change of Address database — when mailing the
4 Settlement Documents. Class Data shall be provided in a format to be
5 mutually agreed upon by the Settlement Administrator and Defendant.”

6 B. Section VI.17 of the Settlement Agreement is modified to read as follows:

7 “Use Of Class Information. Except as specifically provided herein, the
8 Class Data shall be kept strictly confidential by the Settlement
9 Administrator. After the close of the Claims Period, the Settlement
10 Administrator shall simultaneously provide Class Counsel and Defendant
11 with a list containing the names, employee ID numbers, Qualifying
12 Workweeks, and payment amounts, for all Qualified Claimants. Class
13 Counsel agrees that any information or documents they receive or have
14 received in connection with this Settlement may be used for this Action
15 only, and may not be used for any purpose or in any other action or
16 proceeding.”

17 4. Class Counsel shall not be prevented from faithfully discharging its duties and
18 obligations to monitor the notice and claims administration process and communicate with Class
19 Members regarding the Settlement.

20 A. Section X.48 of the Settlement Agreement is modified to read as follows:

21 “Plaintiff and his counsel and Defendant and its counsel agree that they
22 will not make any public disclosure of this Agreement or the MOU prior
23 to preliminary approval of the Settlement, and that Plaintiff and his
24 counsel will not undertake website or social media postings of any type
25 related to the settlement or litigation of this Action against Defendant.
26 Nothing in this section is intended to interfere with Class Counsel’s duties
27 and obligations to faithfully discharge its duties as Class Counsel,
28 including but not limited to, monitoring the notice and claims

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administration process and communicating with Class Members regarding the Settlement.

5. The Notice of Class Action Settlement that is attached as Exhibit 1 to the Settlement Agreement is replaced with the revised version that is attached as “Exhibit 1” to this Amendment No. 1.

IT IS SO STIPULATED AND AGREED:

Dated: June __, 2017 LITTLER MENDELSON, P.C.

JOSHUA D. KIENITZ
LISA K. HORGAN
Attorneys for Defendant MESA ENERGY SYSTEMS, INC

Dated: June __, 2017 LAWYERS *for* JUSTICE, PC

EDWIN AIWAZIAN
JOANNA GHOSH
Attorneys for Plaintiff MICHAEL STAYTON and Class Counsel

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

Michael Stayton v. Mesa Energy Systems, Inc., et al.
Alameda County Superior Court, Case Number RG15762333

TO: All current and former hourly-paid, non-exempt employees employed by Mesa Energy Systems, Inc. (“Mesa”) at any time from March 13, 2011 through April 5, 2016.

A court authorized this Notice. This is not an advertisement.

*This Settlement may impact your rights and there are strict deadlines relating to the settlement. You will only receive a payment under the Settlement if you complete and return the enclosed Claim Form by **[last day of claims period]**.*

I. WHY DID I GET THIS NOTICE?

The Alameda County Superior Court has ordered that this Notice be sent to you.

A settlement has been reached in a class action lawsuit against Mesa, which is pending in the Superior Court of California, County of Alameda (the “Settlement”). The Settlement has been reached on behalf of Plaintiff Michael Stayton (“Stayton”) as well as all current and former hourly-paid, non-exempt employees employed by Mesa Energy Systems (“Mesa”) at any time from March 13, 2011 through April 5, 2016 (referred to hereinafter as “Class Members”). The Court has granted preliminary approval of the Settlement. You have received this Notice of Class Action Settlement (“Notice”) because Mesa’s records indicate that you are one of those hourly-paid, non-exempt employees who were employed by Mesa in California at some time during the period from March 13, 2011 through April 5, 2016 (referred to hereinafter as the “Class Period”).

This Notice advises you of how you can submit a Claim Form to receive your share of the settlement proceeds, dispute your dates of employment as reflected on the Claim Form, object to the Settlement, or seek to exclude yourself from the Settlement. Because your rights will be affected by this Settlement, it is extremely important that you read this Notice.

II. WHAT ARE MY OPTIONS UNDER THE SETTLEMENT?

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
RETURN THE CLAIM FORM	If you return a Claim Form on or before [insert deadline] , you will remain part of the case and receive a share of the Settlement (i.e., an “Individual Settlement Payment”) in approximately the amount identified below in Section V. You will also release all claims brought in the Lawsuit.
DO NOTHING	If you do not return a timely, valid Claim Form, and do not exclude yourself, you will remain part of the case. <u>You will release all claims brought in the Lawsuit</u> , but you will not receive an Individual Settlement Payment. All Class Members who do not opt out of the Settlement will be deemed members of the “Settlement Class.”
EXCLUDE YOURSELF	If you do not wish to participate in the Settlement or release the claims brought in the Lawsuit, you may exclude yourself from the Settlement or “opt out.” If you opt out, you will receive no money from the Settlement, and you will not be bound by its terms. You can opt-out of the Settlement by mailing a request for exclusion to the Settlement Administrator in accordance with the requirements contained below in Section XI. If you opt out of the Settlement, you will no longer be a member of the Settlement Class, you will be barred from participating in this Settlement, and you will receive no benefit from this Settlement. By opting out of the Settlement Class, you will retain whatever rights or claims you may have, if any, against Mesa, and you will be free to attempt to pursue them on an individual basis at your own cost, if you choose to do so.

OBJECT	You may object to the Settlement by writing to the Court and explaining why you disapprove of the Settlement. Only Settlement Class Members may object to the Settlement. If you opt out of the Settlement, you may not object to the Settlement.
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III. WHAT IS THIS LAWSUIT ABOUT?

Michael Stayton (“Plaintiff”) is a former hourly-paid, non-exempt employee of Mesa. On March 13, 2015, Plaintiff filed this wage and hour class action alleging that Mesa failed to properly pay its hourly-paid, non-exempt employees all minimum and overtime wages due, failed to provide legally compliant meal periods and rest periods or premium payments in lieu thereof, failed to timely pay wages during employment and upon termination, failed to provide reimbursements for necessary business-related expenses, failed to maintain records, failed to provide accurate wage statements, and engaged in unfair business practices (the “Lawsuit”). On December 28, 2016, Plaintiff filed a First Amended Complaint adding an additional claim for penalties under the California Private Attorneys General Act (“PAGA”), California Labor Code §§ 2698, et seq. Mesa strenuously disputes the allegations, but has agreed to settle the Lawsuit in order to avoid the burden, expense, inconvenience, and uncertainty of continued litigation. The Court has not ruled on the merits of Plaintiff’s claims, i.e., it has not expressed any opinion at all regarding whether Plaintiff’s claims are correct.

The parties participated in a mediation before an experienced wage and hour mediator, which has resulted in a settlement of the Lawsuit. On **[Preliminary Approval Hearing Date]**, a hearing was held before the Honorable Winifred Y. Smith, the judge assigned to this case. Judge Smith gave preliminary approval to the Settlement, preliminarily appointed Plaintiff as the Class Representative, preliminarily appointed LAWYERS for JUSTICE, PC as counsel for the Class (“Class Counsel”), and directed that you receive this Notice explaining your rights and options under the Settlement.

IV. WHAT ARE THE TERMS OF THE SETTLEMENT?

A. Maximum Settlement Amount

To settle the Lawsuit, Mesa has agreed to pay a “Maximum Settlement Amount” of up to \$725,000. The “Maximum Settlement Amount” will cover: (1) payments to Settlement Class Members who submit timely and valid Claim Forms; (2) Class Counsel’s attorneys’ fees; (3) Class Counsel’s litigation costs and expenses; (4) a Service Enhancement Payment to Plaintiff; (5) the costs of administering the Settlement (“Settlement Administration Costs”); (6) payment to the California Labor and Workforce Development Agency (“LWDA”) for its portion of the PAGA penalties; and (7) the employees’ share of taxes and withholdings arising from the wage-portion of settlement payments to Settlement Class Members.

B. Deductions from the Maximum Settlement Amount

1. Attorneys’ Fees and Costs.

Class Counsel will seek an award of attorneys’ fees and litigation costs and expenses, to be paid from the Maximum Settlement Amount, which is subject to Court approval. Mesa agrees not to oppose Class Counsel’s request for the proposed attorneys’ fees of up to thirty-five percent (35%) of the Maximum Settlement Amount, or \$253,750.00, and reimbursement for litigation costs and expenses in an amount up to \$10,000.

2. Class Representative Service Enhancement Payment

If approved by the Court, a payment of \$10,000 to Plaintiff Michael Stayton will be made from the Maximum Settlement Amount for his service as the Class Representative in the Lawsuit, the responsibility of representing the interests of other Class Members, and the risks undertaken by him. This payment is in addition to Plaintiff’s claim as a Settlement Class Member.

3. Settlement Administration Fees

An independent third-party administrator, Simpluris, Inc. (“Settlement Administrator”), was appointed by the Court to administer the settlement, to send this Notice to you, and to handle the claims

process. All costs and expenses for the Settlement Administrator’s services, which are currently estimated not to exceed \$15,000, will be paid from the Maximum Settlement Amount.

4. ***PAGA Payment to the LWDA***

The amount of \$4,000 from the Maximum Settlement Amount has been allocated as penalties pursuant to the California Private Attorneys General Act of 2004 (“PAGA”). By law, seventy-five percent (75%) of the PAGA penalties must be paid to the California Labor & Workforce Development Agency (“LWDA”). Accordingly, \$3,000 of these PAGA penalties will be paid to the LWDA, and the remaining \$1,000 will be distributed to Settlement Class Members who submit timely and valid Claim Forms.

C. Class Member Allocation

The balance of the Maximum Settlement Amount, after the deduction of items 1, 2, 3 and 4 above (the “Class Member Allocation”), is estimated to be approximately [insert]. It will be available to be distributed to the Settlement Class Members who complete and return the enclosed Claim Form on or before [last day of Claims Period] (those who do so are referred to as “Qualified Claimants”). The amount that each Qualified Claimant is eligible to receive will be calculated as explained in Section V, below.

V. HOW MUCH IS MY INDIVIDUAL SETTLEMENT PAYMENT?

A. Formula for Calculating Individual Settlement Payments

The gross amount of the Class Member Allocation that each Class Member will be eligible to receive (hereinafter referred to as a “Settlement Share”) will be calculated as follows:

1. First, the number of weeks, or partial weeks, that each Class Member was employed as an hourly/non-exempt employee by Defendant in the state of California during the Class Period (“Qualifying Work Weeks”) will be determined.

2. Second, the number of Qualifying Work Weeks of all Class Members that were employed by Defendant during the Class Period will be added together, in order to obtain the Total Qualifying Work Weeks.

3. Third, each Class Member’s number of Qualifying Work Weeks will be divided by the Total Qualifying Work Weeks, which will result in a percentage. The percentage will be multiplied by the total amount of Class Member Allocation, which will yield the Class Member’s Settlement Share.

4. If the total amount of the Class Member Allocation that is claimed by all Class Members who submit timely and valid Claim Forms (i.e., Qualifying Claimants) is less than 50% of the Class Member Allocation, then each Settlement Share will be proportionally increased, so that the total amount of all payments made to Qualifying Claimants equals at least 50% of the Class Member Allocation. Any unclaimed amounts in excess of 50% of the Class Member Allocation will revert to Defendant.

Based on above formula, your Estimated Settlement Share is: \$ [redacted]

This amount is subject to change depending on the number of Class Members who submit timely and valid Claim Forms.

Remember: You will only receive a payment under the Settlement if you complete and return the enclosed Claim Form by [last day of claims period].

For tax purposes, all Settlement Shares will be treated as follows: 1/3 wages (the “wage portion”); and 1/3 penalties and 1/3 interest (collectively, the “non-wage portion”). The wage portion of each Settlement Share will be subject to reporting on an IRS Form W2, and the non-wage portion will be subject to reporting on an IRS Form 1099. Qualified Claimants will receive payment their Settlement Share *after* reduction for the employees’ share of taxes and withholdings with respect to the wage-portion of the Settlement Share. The non-wage portion of the Settlement Share will not be subject to reductions for such taxes or withholdings. A Qualified Claimant’s net Settlement Share, after all required deductions and withholdings, is referred to as an “Individual Settlement Payment.”

Neither Class Counsel nor Mesa make any representations concerning the tax consequences of this settlement or participation in it, and you are advised to seek your own personal tax advice prior to acting in response to this Notice.

VI. HOW DO I GET MY PAYMENT?

To receive a payment under the Settlement, you must complete and mail the enclosed Claim Form to the Settlement Administrator at the following address, postmarked no later than [last day of Claims Period]:

Stayton v. Mesa Settlement
Simpluris, Inc.
Address
City, State Zip

VII. WHEN WILL I GET MY PAYMENT?

The Court will hold a Final Approval Hearing on [redacted] at [redacted] to determine whether to approve the Settlement. Payments will be made if the Court approves the Settlement, and after any appeals have been resolved, and this can take time. As such, please be patient and be sure to keep your mailing information on file with the Settlement Administrator.

VIII. WHAT IF THE INFORMATION ON MY CLAIM FORM IS INCORRECT?

The enclosed Claim Form lists the dates that you were employed by Mesa as an hourly-paid or non-exempt employee within the State of California during the Class Period. If you think that the Qualifying Work Weeks stated on your Claim Form is incorrect, you may challenge it by completing the pertinent portion of the Claim Form or sending a written challenge to the Settlement Administrator. Your written challenge must provide written documentation and/or supporting evidence supporting different dates of employment or a different number of Qualifying Work Weeks than what is reflected on your Claim Form. Your challenge must be mailed to the Settlement Administrator at the address contained above in Section VI, postmarked no later than [last day of Claims Period]. Timely challenges will be investigated, and it will be determined whether any correction to your Qualifying Work Weeks should be made.

If the Claim Form does not correctly state your name or contact information, please inform the Settlement Administrator immediately. You can do this by filling out the pertinent portion of the Claim Form, writing to the Settlement Administrator at the address contained above (in Section VI), or by calling [Administrator’s Telephone Number].

IX. WHAT CLAIMS ARE RELEASED AS A PART OF THIS SETTLEMENT?

Unless you exclude yourself from this settlement, you will release Defendant Mesa Energy Systems, Inc. and each of its past, present, and/or future parents, direct and/or indirect affiliates, subsidiaries, divisions, related companies, successors and predecessors, and current and former employees, officers, directors, shareholders, owners, partners, employee benefit plans, agents, insurers, and successors and assigns of said entities (“Released Parties”), from the following claims (“Released Claims”) for the entire Class Period (from March 13, 2011, through April 5, 2016):

Any and all claims under the wage and hour laws and regulations of the state of California that were or could have been asserted based on the facts pleaded in the Complaint or any amendments thereto, including but not limited to, all statutes mentioned in the Complaint and corresponding provisions of the relevant California Wage Order, including but not limited to California Labor Code sections 201-203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 2800, 2802, the Private Attorneys General Act (“PAGA”) (Labor Code Sections 2698-2699.5) and California Business and Professions Code sections 17200, et seq., as related to claims for: overtime; minimum wage; meal period premiums; rest break premiums; wage statements; vacation pay; waiting time penalties; failure to keep required payroll records; unreimbursed business expenses; restitution; civil and statutory penalties; interest; injunctive relief; costs and attorneys’ fees, costs and expenses; and

Any and all claims that were or could have been asserted based on the facts pleaded in the Complaint or any amendments thereto for non-payment of wages, minimum wages, overtime wages, or any other wage-

related or recordkeeping-related claims; liquidated damages; attorneys' fees, costs and expenses; pre- and post-judgment interest; or damages or relief of any kind arising from the allegation that the Covered Positions were not properly compensated for all time worked on a daily or weekly basis, under state or federal law, at any time through preliminary approval.

If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

X. THE LAWYERS REPRESENTING YOU

The Court has appointed the law firm of LAWYERS *for* JUSTICE, PC to represent you and the Class Members. LAWYERS *for* JUSTICE, PC and its lawyers are referred to as "Class Counsel."

Class Counsel have pursued the lawsuit on a contingent fee basis and have not received any payment of fees or any reimbursement of their out-of-pocket expenses related to the lawsuit. As part of the settlement, subject to Court approval, Class Counsel will ask the Court to approve payment of up to thirty-five percent of the Settlement Amount for attorneys' fees (\$253,750) and \$10,000 for litigation costs and expenses. These amounts are intended to compensate Class Counsel for its services in investigating the facts, litigating the case, and negotiating the settlement. The Court may award less than these amounts.

XI. EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to participate in the Settlement, you must exclude yourself from (or "opt out" of) the Settlement. If you opt out, you will receive no money from the Settlement, you will not be bound by the terms of the Settlement or its release of claims, and you will not be allowed to object to the Settlement.

You can opt-out of the Settlement by mailing a written request for exclusion to the Settlement Administrator. To be valid, a request for exclusion must: (a) state your name, Social Security Number, address, and telephone number; (b) contain a clear statement that you wish to opt out of the Settlement; (c) be dated; (d) be signed by you; and (e) be mailed to the Settlement Administrator at the address specified above in Section VI, postmarked no later than [last day of Claims Period].

If you submit both a Claim Form and a request for exclusion, the Claim Form will be deemed valid and the request for exclusion will be deemed invalid, regardless of the date on either document or the date that the documents are postmarked.

XII. OBJECTING TO THE SETTLEMENT

If you are a Settlement Class Member (and you do not request exclusion from the Settlement), you may object to the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement, including the release of claims, unless you have submitted a valid and timely request for exclusion. If you choose to object to the Settlement, you may do so at your own cost, either yourself or through an attorney that you hire and pay for yourself.

You may object to the proposed Settlement in writing. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense, provided you notify the Court of your intent to do so. All written objections, supporting papers and/or notices of intent to appear at the Final Approval Hearing must: (a) clearly identify the case name and number (*Stayton v. Mesa Energy Systems*, Case Number RG15762333), (b) state that you object to the Mesa Settlement; (c) state the reasons for your objection; (d) contain your name, address, Social Security Number, and telephone number(s); (e) be signed by you or your attorney; (f) state whether or not you intend to appear at the Final Approval Hearing to discuss your objection; (g) be submitted to the Court either by mailing to: Clerk of Court, Superior Court of California, County of Alameda, Rene C. Davidson Alameda County Courthouse, 1225 Fallon Street, Oakland, California 94612, or by filing in person at any location of the Superior Court, County of Alameda that includes a facility for civil filings; (h) be filed or postmarked no later than [last day of Claims Period]; and (i) be mailed to the law firms identified below, postmarked no later than [last day of Claims Period].

Class Counsel
Edwin Aiwazian, Esq.
LAWYERS *for* JUSTICE, PC

Defendant's Counsel
Robert G. Hulteng
Joshua D. Kienitz

410 West Arden Avenue, Suite 203
Glendale, California 91203

Lisa K. Horgan
LITTLER MENDELSON, P.C.
333 Bush St., 34th Floor
San Francisco, California 94104

XIII. THE FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing to decide whether or not to approve the Settlement. The Final Approval Hearing will be held on [REDACTED] at [REDACTED], at the Superior Court of California, County of Alameda, Administration Building, 1221 Oak Street, Oakland, CA 94612, in Department 21.

At the Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

You are not required to attend the Final Approval Hearing, however, you are welcome to attend at your own expense.

XIV. GETTING MORE INFORMATION

This Notice is a summary of the basic terms of the Settlement Agreement. For the precise terms of this Settlement, consult the Joint Stipulation of Class Action Settlement and Release ("Settlement Agreement").

The pleadings and other records in this Lawsuit, including the Settlement Agreement, may be examined online on the Alameda County Superior Court's website, known as 'DomainWeb,' at <https://publicrecords.alameda.courts.ca.gov/PRS/>. After arriving at the website, click the 'Search By Case Number' link, then enter RG15773654 as the case number and click 'SEARCH.' Images of every document filed in the case may be viewed through the 'Register of Actions' at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

If you need more information or have any questions, you may call the Settlement Administrator toll free at [REDACTED], or contact Class Counsel at the address and telephone number below. Please refer to the Mesa Class Action Settlement.

Edwin Aiwazian
LAWYERS *for* JUSTICE PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

You may also refer to the Notice and other important documents in the case which may be accessed at:

[REDACTED].

PLEASE DO NOT TELEPHONE THE COURT, MESA, OR MESA'S LAWYERS FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIMS PROCESS. INSTEAD, CONTACT THE SETTLEMENT ADMINISTRATOR.

XV. IMPORTANT

1. If you move or your address changes, please send the Settlement Administrator your new address. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your Individual Settlement Payment. Failure to do so may result in non-payment or delay in payment. Please send any changes in your contact information to the Settlement Administrator, at the address specified above in Section VI.
2. It is strongly recommended that you keep a copy of any objection or opt out that you submit, and proof of timely mailing, until after the Final Approval Hearing.